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**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA  
FRESNO DIVISION**

HEATHER BOONE and ROXANNE  
RIVERA, on behalf of themselves and all  
others similarly situated,

Plaintiffs,

CRISTIAN BARRERA, individually,

Plaintiff,

v.

AMAZON.COM SERVICES, LLC,

Defendant.

Case: 1:21-CV-0241-KES-BAM-LEAD  
Case: 1:22-CV-0146-KES-BAM-MEMBER  
**FINAL ORDER AND JUDGMENT**  
Complaint Filed: Feb. 23, 2021  
Trial Date: None

1 Previously, the Court issued an order granting final approval of the Class Action Settlement  
2 Agreement that was reached between parties. (Dkt. 115). The parties now request a final judgment  
3 be issued, consistent with the terms of their settlement agreement and the final approval order.  
4 Accordingly, the Court incorporates its prior findings in granting final approval of the Class Action  
5 Settlement (Dkt. 115), as amended by the Court's Order on the joint stipulation for clarification of  
6 the order (Dkt. 117), and, incorporating defined terms from the Settlement Agreement, ORDERS  
7 AND ADJUDGES AS FOLLOWS:

- 8 1. The Court approves the settlement of this class action in accordance with the terms of  
9 the Settlement Agreement and finds that the Settlement Agreement, the Settlement  
10 described therein, and the Gross Settlement Fund of \$5,500,000.00 are fair, reasonable,  
11 and adequate in all respects pursuant to Rule 23(e) of the Federal Rules of Civil  
12 Procedure;
- 13 2. The Court approves Class Counsel's attorney's fees in the amount of \$1,833,333.333  
14 and costs in the amount of \$69,881.64;
- 15 3. The Court approves the Class Representative Enhancement Payments in the amount of  
16 \$30,000.00 total, allocated as follows: \$10,000.00 to Plaintiff Heather Boone,  
17 \$10,000.00 to Plaintiff Roxanne Rivera, and \$10,000 to Plaintiff Cristian Barrera;
- 18 4. The Court approves the Non-California Payments in the amount of \$200.00 total,  
19 representing \$50 to each of the four Non-California FLSA Opt-In Plaintiffs: Taylor  
20 Bouie, Camryn McSweeney, Omar Ramirez Vasquez, and George Werito;
- 21 5. The Court approves the PAGA award of \$100,000.00, of which \$75,000.00 shall be  
22 paid to the California Labor and Workforce Development Agency and \$25,000  
23 distributed to PAGA Settlement Members on a *pro rata* basis;
- 24 6. The Court approves the Settlement Administration Costs of \$392,341.00 to be paid from  
25 the Gross Settlement Fund to Rust Consulting, Inc.;
- 26 7. The Court approves the Individual Settlement Payments to the Participating Settlement  
27 Class Members in amounts based on the *pro rata* distribution of the Net Settlement  
28 Amount;

- 1           8. The Court approves the release of claims in the Settlement Agreement;
- 2           9. The Participating Settlement Class Members are barred from prosecuting any Released
- 3           Class Claims against the Released Parties, as those terms are defined in the Settlement
- 4           Agreement;
- 5           10. The PAGA Settlement Members are barred from prosecuting any Released PAGA
- 6           Claims against the Released Parties;
- 7           11. The Non-California FLSA Opt-In Plaintiffs are barred from prosecuting any Released
- 8           Non-California Claims against the Released Parties;
- 9           12. The Settlement Administrator shall issue all payments to the Participating Settlement
- 10          Class Members, PAGA Settlement Members, the Non-California FLSA Opt-In
- 11          Plaintiffs, and the California Labor and Workforce Development Agency within
- 12          twenty-one (21) calendar days of the Funding Date set forth in the Settlement
- 13          Agreement;
- 14          13. The Settlement Administrator shall issue the payments to Class Counsel for their
- 15          attorney's fees and costs within twenty-one (21) calendar days of the Funding Date set
- 16          forth in the Settlement Agreement;
- 17          14. The Settlement Administrator shall issue the payments to the Class Representatives
- 18          within twenty-one (21) calendar days of the Funding Date set forth in the Settlement
- 19          Agreement;
- 20          15. Upon completion of the administration of the Settlement, the Settlement Administrator
- 21          shall provide a written declaration under oath to certify such completion to the Court
- 22          and counsel for all parties, and Class Counsel shall file such declaration with the Court;
- 23          16. Based upon the Order Granting Plaintiffs' Motion for Final Approval of Class Action
- 24          Settlement (Dkt. 115), as amended by the Order on the joint stipulation (Dkt. 117), the
- 25          Court hereby enters final judgment in this action as defined in Rule 58(a)(1) of the
- 26          Federal Rules of Civil Procedure;
- 27          17. Without affecting the finality of this Judgment in any way, the Court hereby retains
- 28          jurisdiction for a period of nine (9) months from the date of the Order Granting

1 Plaintiffs' Motion for Final Approval of Class Action Settlement (Dkt. 115) for  
2 purposes of resolving issues relating to the interpretation, administration,  
3 implementation, effectuation, and enforcement of the Settlement;

4 18. The parties are ORDERED to comply with the terms of the Settlement and Order  
5 Granting Plaintiffs' Motion for Final Approval of Class Action Settlement, including  
6 bearing their own costs and attorney's fees except as provided for in the Settlement  
7 Agreement.

8 19. The Clerk of Court shall close this case.

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11 IT IS SO ORDERED.

12 Dated: January 3, 2025



UNITED STATES DISTRICT JUDGE